

STATEMENT OF WORK

1. INTRODUCTION

a. Open-End Construction is an indefinite delivery/indefinite quantity (IDIQ) contract which encompasses a broad range of repair and minor construction work on real property located at the following location:

**Wm S Middleton VA Hospital
2500 Overlook Terrace
Madison WI 53705-2254**

b. During the contract period, the engineers at this location will identify projects for task orders (TOs) which will be issued by the Contracting Officer. The Government has the right to withdraw a proposed Task Order (TO) before acceptance by the Government.

c. The offeror/contractor shall, furnish all materials, equipment and personnel necessary to accomplish each Task Order (TO). Task Orders will vary in size and dollar amounts. TOs will involve, but will not be limited to, carpentry, asphalt and concrete paving; roofing; excavation; interior renovation; carpet, window, and door installation; electrical; plumbing; painting and stucco; demolition; masonry; and HVAC. This contract shall not include medical facilities engineering support services, such as utility plant operation, custodial, grounds maintenance, and similar work. No Task Order will include Architect/Engineering services, however, shop drawings and as built drawings shall be provided by the contractor as appropriate.

d. The contractor shall maintain an office that must be operational at contract award and throughout the duration of the contract, and shall be open for business from 7:30 am to 4:30 pm, Monday through Friday, excluding federal holidays.

2. UNIT PRICE SOFTWARE:

The contractor shall use the RS Means Facilities Construction Cost Data Book Software located at www.meanscostworks.com. This software contains pricing information for the work to be accomplished and for the units of measure specified.

a. The contractor must furnish pricing (proposals) for each individual Task Order on a LINE ITEM BASIS per RS Means Cost Works (www.meanscostworks.com).

b. Means Cost Works provides the unit pricing to be used on this contract. Estimates shall be computed using the settings of "Facilities Repair, Union Labor".

3. BARE (DIRECT) COSTS

a. The contractor must furnish pricing (proposals) for each individual TO on a LINE ITEM BASIS (per RS Means Construction Estimating System line items). Each line item price, as derived from the software, shall consist of BARE COSTS only, and shall NOT include (INDIRECT) costs.

b. The Bare Cost for all Task Orders shall be based upon RS Means version 2013. Quarter 2 will be utilized for the entire contract period.

c. City Cost Index and Coefficient: The prices set forth in the RS Means Facilities Construction Cost Data Book/Software in effect on the date each proposal is due shall form the basis against which the coefficient and the city cost index - weighted average (total) will be multiplied. The RS Means City Cost Index for this contract is **Wisconsin, Madison (537)**

4. LINE ITEM UNIT PRICES AND QUANTITIES

The price set forth in the RS Means Facilities Construction Cost Data Book/Software shall be multiplied against the coefficient and location factor.

Unit prices include consideration of direct material, labor, and equipment costs, but do not include indirect costs and profit. Indirect costs and profit are in the coefficients.

5. COEFFICIENTS

The coefficient is determined as a factor which is applied to each Cost Data index (RS Means data) work unit that results in a firm fixed price for that unit.

6. NON-PREPRICED ITEMS

Items of work not covered by RS Means Facilities Construction Cost Data Book/Software, but within its scope, may be negotiated by the Contracting Officer, or his delegated representative. This includes work that needs to be completed after normal working hours. Added items of work shall be incorporated into and made a part of the task order in accordance with VAAR 852.236-88 Changes, and shall be performed at the negotiated unit price. Non-prepriced work shall be so noted on each task order. Non-prepriced proposals shall be supported with verifiable documentation showing a minimum of two competitive quotes. Non-prepriced items shall be proposed in bare costs only (material, equipment and labor) multiplied by the quantity and the coefficient

7. TASK ORDER PRICING

The price of any individual task order is determined as follows:

a. The unit prices for Material are added, resulting in a total unit price for Material. The unit prices for Labor are added, resulting in a total price for Labor. The unit prices for Equipment are added, resulting in a total price for Equipment.

NOTE: In most items, equipment costs are included in the labor costs.

b. The unit price totals of each category task involved in the task order are added up, and then multiplied by the coefficient to determine the Task Order Price.

c. Task order pricing will be adjusted to reflect the Madison, Wisconsin City Cost Price Index, Total Weighted Average.

8. CONTRACTOR STAFF AND EMPLOYEES

Prior to the issuance of the first Task Order, the contractor shall provide the Contracting Officer with a telephone number at which the contractor or his designated and authorized representative may be

contacted at any time during regular working hours and an emergency number at which the contractor may be contacted in situations requiring immediate attention. The above mentioned representative must have full power and authority to act upon the behalf of the contractor.

9. SUBCONTRACTOR PROPOSALS

If a subcontractor provides a proposal which includes RSMeans items and items not included in RSMeans (non-prepriced items), the RSMeans items will be included in the section of the contractor proposal including RSMeans work and only the items that are not included in RSMeans will be negotiated as non-prepriced items. Because this is a firm-fixed-price contract, there will be no additional markup by the contractor on any non-prepriced work that may be performed by the subcontractor. All non-prepriced items that are added to the task order via modification that will be performed by a subcontractor will be handled in accordance with VAAR Clause 852.236-88 Changes.

10. PROGRESS MEETINGS

A monthly meeting (or more frequent, if deemed necessary by the VA) shall be held between the contractor, Contracting Officer Representative (COR) and Contracting Officer or his authorized representative, if necessary, to discuss work progress, problems and potential modifications. During the site visit on each task order, the contractor shall confer with the applicable medical facility's engineer, and agree on a sequence of procedures and means of access to premises and buildings; space for storage of materials and equipment; delivery of materials and use of approaches; use of corridors; stairways and similar means of passage; and the location of partitions, eating spaces and restrooms for the contractor's employees.

11. ORDERING PROCEDURES PRIOR TO AWARD OF TASK ORDER

a. The Contracting Officer, or his/her authorized designee (COR), will notify the contractor that a requirement exists for each potential task order. The notification will include a Statement of Work, which includes the scope of work; any available drawings and technical documents; and a list of material submittals.

b. The contractor shall coordinate a scope validation review attending a site visit with the Contracting Office, and or his/her authorized designee (COR), by telephone within two (2) working days after receipt of notification. The contractor, Contracting Officer or his/her duly authorized designee (COR) and/or the project engineer will participate in the site visit. The purpose of the site visit is to familiarize the government and contractor with the condition of the site, and to identify any special conditions which may be present.

c. After the site visit has been conducted, the contractor shall submit its proposal to the Contracting Officer at the time mutually agreed upon by the contractor and the Contracting Officer, but no later than ten (10) working days after the site visit.

d. The contractor's proposal shall be submitted using the RS Means Facilities Construction Cost Data System. Each Task Order shall include a line item for bonding should the Task Order exceed the initial \$150,000 minimum.

e. Upon receipt of the contractor's proposal, the Government will review the proposal. The contractor's proposal shall address non-prepriced items. A second site visit shall be made by the contractor and reach agreement on quantities.

f. Upon receipt of the contractor's proposal, the Government will review the proposal for completeness. The Government will negotiate with the contractor the method, non-prepriced items as applicable, performance times and quantities.

g. It should be realized by the contractor that circumstances may prohibit the Government from issuing task orders even after the receipt and/or negotiation of the contractor's task order proposal. If such circumstances arise, the Government is not obligated to reimburse the contractor for any costs incurred in the preparation of the task order proposal.

12. BONDS

a. Performance and Payment Bonds. The contractor shall be required to provide performance and payment bonds for individual task orders that exceed \$150,000. Further for individual task orders which exceed \$30,000 but not \$150,000, alternate payment protection as specified in FAR 52.228-13 is required. The performance and payment bonds or alternate payment protection shall be delivered to the Contracting Officer no later than ten (10) calendar days after receipt of notice of contract issuance/award for the contract period in the amount of each individual task order. The performance and payment bonds/alternate payment protection will be used for the bonding of all individual task orders issued exceeding \$30,000.

b. Penal Sums. The penal sums of the performance and payment bonds as stated in FAR Clause 52.228-13 Alternative Payment Protections (July 2000) apply for orders between \$30,000 and \$150,000. Contractor shall submit one of the following payment protections as outlined in the clause. In the event the individual task order exceeds \$150,000, FAR 52.228-15 applies and the penal sum specified therein is the penal sum required for the performance and payment bonds. The contractor shall not begin work until bonds/alternative payment protections, properly executed, have been furnished to the Contracting Officer and the Contracting Officer has issued the contractor a Notice to Proceed. The contract price referred to in the relevant clauses is intended to refer to the prices of the individual task order.

c. The furnishing of bonds/alternative payment protections is a part of contract performance, and failure to provide within the timeframes specified herein shall be grounds for default.

13. SPECIFICATIONS

Work shall be accomplished consistent with standards criteria, products, and execution methods set forth in the "VA MASTER CONSTRUCTION SPECIFICATIONS as defined in <http://www.va.gov/facmgt/standard/> and more fully defined within each Task Order.

14. PRE-CONSTRUCTION CONFERENCE

Initial conference: When determined appropriate by the Contracting Officer, before the issuance of the first task order under the contract, a pre-construction conference may be conducted to acquaint the contractor with Government policies and procedures that are to be observed during the prosecution of the work, and to develop mutual understanding relative to the administration of the contract. It is strongly suggested that the contractor's Project Manager, Quality Control Manager, Superintendent, and other appropriate employees attend this meeting.

Individual task order conference: At the discretion of the Contracting Officer, or his/her authorized representative (COR), a pre-construction conference may be conducted prior to the commencement of work on individual task orders.

Preconstruction Safety Meetings: Representatives of the contractor shall meet with the Contracting Officer or COR prior to the start of repair, alteration, or construction activities for the purpose of reviewing the contractor's safety and health programs, and discussing implementation of all safety and health provisions pertinent to the work to be performed under the contract. The Contractor shall be prepared to discuss, in detail, the measures he/she intends to take in order to control any unsafe or unhealthy conditions associated with the work to be performed under the contract. This meeting may be held in conjunction with the Preconstruction conference, if so directed by the Contracting Officer or his/her designated representative. The conduct of this meeting is not contingent upon a general Preconstruction meeting. The level of detail for the safety meeting is dependent upon the nature of the work and the potential inherent hazards. The contractor's principal representative(s), the general superintendent and his/her safety representative(s) shall attend this meeting.

Contractor Responsibility: The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work and shall hold the Government harmless for any action on his part or that of his employees or subcontractors, which results in illness, injury or death. Contractors are required to timely report any accidents or injuries to the Contracting Officer

15. SCHEDULING OF WORK

Before commencement of work under an individual task order, the contractor shall confer with the COR, as well as the building occupant, and agree on: a sequence of procedures; means of access to premises and building; space for storage of materials and equipment; delivery of materials and use of approaches; use of corridors, stairways, elevators, and similar means of communications; location of partitions, eating spaces, and restrooms for contractor employees; and the like.

Delivery of materials and equipment shall be made with a minimum of interference to Government operations and personnel. Government personnel will not be responsible for accepting, receiving, storing, or delivery of contractor or subcontractors material or equipment

The work shall, so far as practicable, be done in definite sections or divisions, and confined to limited areas which shall be completed before work in other sections or divisions is begun.

Most work will be performed in occupied areas.

The contractor shall take all precautions to ensure that no damage will result from his operations to private or public property. All damages shall be repaired or replaced by the contractor at no cost to the Government.

The contractor shall be responsible for providing all work site protective barriers and site control devices. This includes, but is not limited to: project infection control measures, interim life safety measures, protective fences, protective tapes; and protective signage. The contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagman, etc., as required for each specific task order, at no additional cost to the Government. Proposed traffic control methods shall be submitted to the Contracting Officer's representative for final approval. No street shall be completely closed to traffic without prior approval from the Contracting Officer's representative.

At the beginning of each working day, the contractor shall notify the Contracting Officer's representative of the location(s) of work to be accomplished that day.

All temporary outages of any utility services required for the performance of work shall be scheduled with the Contracting Officer's representative no less than fourteen (14) working days in advance of such outages.

16. TOILET FACILITIES

The contractor's personnel will be permitted to use toilet facilities on the premises subject to regulation and control of the Contracting Officer's representative. In the event none are available, the contractor shall, at his own expense, provide portable facilities, as required. In addition, toilet facilities desired at the contractor's management office shall be provided at the expense of the contractor.

17. CONTRACTOR STAFF

a. In addition to the requirements of FAR 52.236-6, the contractor shall be required to maintain a project manager, and have the capability of providing an engineering staff to respond to the requirements set forth in this contract, and provide the Contracting Officer a personnel list ten (10) days prior to performance of the contract. The individual designated as the project manager shall have full authority to act for the contractor. The contractor shall be able to provide experienced and knowledgeable personnel in civil, structural, architectural, mechanical, and electrical disciplines.

b. Contractor Personnel: The contractor shall be responsible for selecting personnel who are well qualified to perform the required work, for supervising techniques used in their work, and for keeping them informed of all improvements, changes, and methods of operation. In addition:

- i. The contractor shall take appropriate personnel action, as required, in the event employee(s) become involved with law enforcement authorities as a result of misconduct.
- ii. The Government will not exercise any supervision or control over contractor employees performing work under the contract. Such employees shall be accountable solely to the contractor, not the Government. The contractor, in turn, shall be accountable to the Government for contractor employees

18. TASK ORDER STATUS REPORTS

The contractor shall prepare and furnish monthly a report on all open task orders. The format and content of the report will be approved by the Contracting Officer. A copy of each report shall be provided to the Contracting Officer. Information contained in the status report shall include the task order number, title of task order, issue date, award date, start date, dollar amount, required completion date, actual completion date, schedule of progress and actual progress percentage, and comments.

19. CONTRACTOR ACCESS

Most work will be performed in occupied areas. The contractor shall have access to that portion of the area within which work is to be performed. The movement of contractor personnel, its equipment, materials, and tools shall be confined to area so as not to interfere with ongoing operations in the work areas. The contractor's access to any area shall be in coordination with a fully functioning medical facility. The contractor shall coordinate the activities with the COR.

20. OPERATION AND MAINTENANCE

Prior to final acceptance and payment of each task order, the contractor shall submit one (1) complete equipment listing, to include all name-plate data, and three (3) copies of all operation and maintenance manuals to the COR as required in the technical specifications. The contractor shall conduct a training session to brief Government personnel on the operation and maintenance procedures of the installed systems. The contractor is required to provide three (3) complete teardown/overhaul/repair manuals for the chillers provided. The contractor is required to provide two (2) complete service literature catalogs for the chiller manufacturer's engineering machinery products.

21. LABOR – ADDITIONAL REQUIREMENTS

Application of Wage Rates and Fringes Benefits: For the application of the wage rates and fringe benefits, contained in the Decisions of the Secretary of Labor, attached to and made a part of this contract, all work involving construction, alterations, or repair of single family houses or apartments of no more than four (4) stories shall be considered residential construction. Work involving construction, alterations, or repair of buildings, such as barracks, hospitals, fire stations, office buildings, shopping centers, and apartment buildings five (5) stories and above, as well as all work required within five (5) feet outside the building lines shall be considered building construction.

Highway construction rates apply to the construction, alteration, or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects. All other construction not defined herein as residential, building, or highway construction shall be considered heavy, sewer and water line construction.

22. COMMENCEMENT OF WORK

The contractor shall commence any mobilization and phase-in activities prior to actual work on individual task orders as soon after the Notice to Proceed as practicable. However, within 30 calendar days after contract award, the contractor shall be fully operational and capable of immediately starting work on any required task orders.

23. WORK HOURS

a. Normal work hours are from 7:30A.M. to 4:30P.M., Monday through Friday. Contractors will not be permitted to work on Saturday, Sunday, or federal holidays unless otherwise authorized in writing by the Contracting Officer. The exclusion of work on Saturday, Sunday and federal holidays will be considered in computing the performance time of each task order. The following federal holidays are observed. If a federal holiday falls on Saturday, the day will be observed on the preceding Friday. If it falls on Sunday, the day will be observed the following Monday.

January 1st – New Years Day
3rd Monday in January – Martin Luther King Jr.
3rd Monday in February – Presidents Day
Last Monday in May – Memorial Day
July 4th - Independence Day

1st Monday in September – Labor Day
2nd Monday in October –Columbus Day
November 11th – Veterans Day
4th Thursday in November – Thanksgiving Day
December 25th – Christmas Day

b. Other than normal working hours are any hours not stated above.

24. WORK BY THE GOVERNMENT

The Government reserves the right to undertake performance by Government forces or other contractors, for the same type or similar work as contracted for herein, as the Government deems necessary or desirable, and to do so will not breach or otherwise violate this contract.